



Cleaning of the rail reserve between stations in the Prasa rail Gauteng province on an “as and when” required basis for 12 months

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1. INTRODUCTION

In line with the Prasa strategic objective, Operational effectiveness, PRASA RAIL – Infrastructure department aims to achieve continuous Perway service improvement and reliable track network. This can be achieved through maximizing focus on the infrastructure maintenance processes and maximizing the efficiency and effectiveness of Perway, Signal and Electrical infrastructure maintenance teams, Train Operations and Protection services associated with train delays when responding to call outs, emergencies and cable theft which negatively influence the efficiency and reliability of track network.

Gauteng Region consists of the following corridors:

- Johannesburg – Leralla / Pretoria: services Johannesburg, Germiston, Kempton Park, Kaalfontein, Tembisa, Oakmoor – Olifantsfontein - Pretoria
- Johannesburg–Daveyton: services Johannesburg, Germiston, Boksburg, Dunswart, Avenue, Northmead and Daveyton.
- Johannesburg–Springs: services Johannesburg, Germiston, Boksburg, Benoni, Brakpan and Springs
- Germiston–Kwesine: services Elsburg, Wadeville, Katlehong, Lindela and Pilot
- Germiston–Kliprivier–Vereeniging: services Germiston, Natal Spruit, Meyerton and Vereeniging
- Germiston–New Canada: services Germiston and the Reef south of central Johannesburg



- Johannesburg–New Canada–Vereeniging: services Johannesburg, Orlando, Midway, Lenz, Stretford and Houtheuwel
- Johannesburg–Oberholzer: services Johannesburg, Orlando, Westonaria and Carletonville
- George Goch–Naledi: services Booysens, New Canada, Dube and Naledi
- Johannesburg–Randfontein: services Langlaagte, Westbury, Maraisburg, Florida, Roodepoort, Krugersdorp and Randfontein
- Pretoria–Saulsville: services Pretoria, Pretoria West and Atteridgeville
- Pretoria/Belle Ombre–De Wildt/Mabopane: services Pretoria, Pretoria North, Ga-Rankuwa and Soshanguve
- Pretoria–Pienaarspoort: services Pretoria, Hatfield and Mamelodi
- Hercules–Capital Park–Pienaarspoort: services Pretoria North and Mamelodi

2. BACKGROUND INFORMATION

2.1 STATUS QUO

The essence of the contract is that Prasa rail requires the cleaning of the rail servitude that pose a hindrance or hazard to train operations and infrastructure, and to have the area cleaned of all litter. In compliance to the Health and Safety act (Act 85 of 1993) and the Environmental conservation Act 1989 (Act 73 of 1989).

2.2 PROBLEM STATEMENT

2.2.1 Litter can pose the following hazards:

- A clean neat and hazardous free environment so we can run our trains at an optimal schedule with no delays
- By cleaning of the railway reserve, it will prevent the garbage blocking the drainage system and limit train delays.
- The cleaning will also increase the turnaround time for the callouts during the night so that train delays will be minimal within our networks.
- Prasa will comply with the health and safety act (Act 85 of 1993) and the Environmental conservation Act 1989 (Act 73 of 1989).



- Litter poses a fire hazard to signal cables, and rail infrastructure and contributes to a disruption in train service.
- Litter creates a springboard for criminal activity, and facilitates cable theft, loss and damage to infrastructure.
- Unmanaged areas contravene local Municipal bylaws, and poses a hazard to adjacent property
- The Town Councils are demanding more frequent cleaning cycles to maintain aesthetics within the urban environment.
- Litter impacts on rapid maintenance activities.
- Litter along the tracks, cable runs, Yards, substations and relay-rooms have to be cleaned as this poses a fire hazard to infrastructure and safety to personal and train operations.

2.3 PICTORIALS



**The garbage next to the track
between Leralla and Tembisa stations**



**The garbage on the embankment at
Limindlela**



The sleepers not visible and covered by the garbage at Limindlela





Johannesburg to Doornfontein covered by the garbage

3. OBJECTIVE OF THE PROPOSED PROJECT

3.1 DESIRED OUTCOMES FOR CARRYING OUT THE PROPOSED PROJECT

The project aims to restore the Perway infrastructure to enable the rail reserve to function properly for all department to access the tracks for maintenance. The strategy will be to appoint a contractor/s for the cleaning of rail reserve on the identified section. Sections which are critical will be addressed first and the rest will be attended to according to priority.

3.2 PROJECT BENEFITS TO PRASA



Perway department will clean all reserve rail in the Province and this will assist all infrastructure maintenance teams to be able to attend to emergencies and assist Train operations and Protection services when responding to incidents and protection of PRASA assets.

A clean neat and hazardous free environment so we can run our trains at an optimal schedule with no delays

will prevent the garbage blocking the drainage system and point machines and limit train delays.

The cleaning will also increase the turnaround time for the callouts during the night so that train delays will be minimal within our networks.

3.3 CURRENT MECHANISMS IN PLACE TO ADDRESS THE PROBLEM

Perway has no mechanism in place currently, the contract expired 30 November 2021. The department is in the process to outsource the service provider in order to assist with the rehabilitation of service roads and address the current workload.

4. SCOPE OF WORK AND AREAS OF FOCUS

PRASA RAIL intends to clean of rail reserve within the METRORAIL Gauteng Province

4.1 SCOPE OF THE DESIRED SOLUTION

The scope of work required is for the service providers for cleaning of rail reserve within the PRASA Gauteng Province. The contract will be valid for a period of three (3) years for the contracted service provider to fulfil the contract on an “as and when” required basis in line with the demand and Perway operational requirements, respectively



4.2 DETAILS ON THE PREFERRED SOLUTION

The preferred solution in addressing this challenge is by cleaning of rail reserve in Perway by procuring a service provider for rehabilitation of Service roads for the Gauteng Province.

4.3 TARGETED AREA BY THIS PROJECT

The place of work shall be the Gauteng region (all corridors), the sequence of work shall be determined on an on-going basis based on operational requirements and availability of sites for outages. This will be communicated in time to the contractor/s.

4.4 EXTENT AND COVERAGE OF THE PROPOSED PROJECT

The project will be on an “as and when” required basis and will cover all the prioritised areas in the Gauteng South

4.5 OTHER RELATED PROJECTS

- Rehabilitation of service road
- Excavation, upgrading and rehabilitation of drainage systems.

5. SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED



This specification covers the cleaning of rail reserve at various sites in the Metrorail Gauteng Province. The Contractor shall do the work as directed by the Engineer or his representative and in accordance with the specifications set out in this tender/contract document

5.1 NATURE OF WORK

5.1.1 PRASA RAIL intends to clean the rail reserve within the PRASA Gauteng Province

5.1.2 The work must be done simultaneously by one team in the Gauteng North and one team in Gauteng South

5.1.3 PRASA RAIL reserves the right to accept the whole or a portion of the tender, as listed in the schedule of quantities and prices.

5.1.4 The tendered prices shall take into account and include all machines, plant and Consumables required for the proper completion of the work.

5.2 SCOPE OF WORKS

SCOPE

Please note that this service will be split into areas as per Schedule of Quantities

This contract covers:

5.2.1.1 Cleaning the Railway Reserve from all Litter:

The Contractor shall clean the Railway Reserve between one or more of the following stations.

Randfontein - Langlaagte - New Canada



New Canada - Georg Goch - Westgate - Village Main - Nasrec
New Canada - Naledi Yard - Houtheuwel
Midway - Oberholzer
Langlaagte - George Goch (Excluding Mayfair to Doornfontein)
Mayfair - Johannesburg - Doornfontein
George Goch- Germiston - Olifantsfontein - Larala
Germiston - Kwesine - Daveton - Park Hill - Elsburg
Germiston - Vereniging
Springs - Nigel

5.2.1.2 DEFINITIONS AND INTERPRETATION:

The following definitions and interpretations are valid for this particular contract and shall be read in the context:

5.2.1.2.1 Station/s meaning "a Railway station with facilities for commuters to embark and disembark from commuter trains, extending 50 (fifty) meters beyond platform ends".

5.2.1.2.2 Railway Reserve meaning "the area between PRASA boundaries between stations, excluding the stations.

5.2.1.2.3 Litter meaning "paper or pieces of paper, plastic bags or pieces of plastic, any type of tins and cans, any glass pieces, any type of bottles, remains of any animals.

5.2.1.2.1 Cycle: Meaning cleaning between stations as per bill of quantity from station to station on a monthly basis one or twice according to the cycle specify.

5.2.1.3 EQUIPMENT AND MATERIAL:

The Contractor shall supply all equipment and materials (black bags,PPE reflecting vests, etc.), which are necessary to execute the works as specified in the Contract Documents.

5.2.1 4 SAFETY REQUIREMENTS:

5.2.1.4.1 The Contractor shall comply with requirements of safety legislation and regulations in all respects.as well as covid 19 protocols



5.2.1.4.2 It is the responsibility of the contractor to provide security on site for equipment, material and personnel for the duration of the contract

5.2.1.4.3 The Contractor shall prepare and submit to Prasa rail at the start of the contract, a comprehensive safety plan which shall also cover the following heading:

- Transportation of flammable or explosive materials.
- Transportation and/or equipment.
- Transportation of personnel.
- Storing flammable/explosive materials and/or equipment.
- The accommodation of staff to comply with health and public regulations.
- Covid 19 Protocols

5.2.1.4.4 The contractor is responsible to appoint the safety officer fulltime on site whose sole responsibility will be to manage and monitor safety related issues on site

5.2.1.4.5 The Contractor will be responsible for all protective clothing and – equipment for his employees.

5.2.1.4.6 Normal protection measures in accordance with the Protection Manual shall apply.

5.2.1.4.7 The contractor shall appoint at each work site a person whose sole task shall be to be on the lookout for approaching rail and road traffic. His/her employee shall operate an audible warning device to timeously warn all people on the work site of approaching rail and road traffic.

5.2.1.4.8 The warning device shall be such that its sound can be clearly and effectively heard above the noise on the work site by all personnel within a radius of 100m around the centre of each work site. The Cost to the contractor of providing the lookout as well as the warning device shall be deemed to be included in the rates tendered and no separate payment shall be made.

5.2.1.4.9 The Contractor shall appoint a responsible representative at the site, who shall be present while the works is in progress and ensure that safe working practices are implemented.



NB: All employees of the contractor shall wear reflecting vests for clear visibility to train drivers and the contractor will be responsible to supply his employees with reflecting vests.

Take note that there are dangerous circumstances like fast moving trains, embankments and in cuttings and up and down slopes.

5.2.1.5 Signal and Electrical Equipment:

Under no circumstances shall the Contractor or his employees tamper with electrical equipment (cables, switch gear, leakage systems, distribution points), signal equipment (point machines, signal lamps, cables, connection boxes) and perway (rails, rail fittings, ballast). If there is electrical or signal failure and it is proved that the cause thereof is due to the works of the Contractor, the Contractor may be held responsible for repairing costs and other costs involved.

5.2.1.6 Moving Trains:

The Contractor shall ensure that his employees are trained to work close to or between railway lines (tracks).

When working close to or between railway lines, the Contractor will have three registered flagmen safeguarding the team against moving trains. Two employees will face in opposite directions to cover trains from both directions and give a clear warning to the team to move from the railway lines timorously to a safe area. One flagmen will be stationed at the team and have a whistle to warn the team of oncoming trains.

The Contractor will be fully liable for any claims lodged against the contractor due to negligence on his part, accidents / injuries / deaths involving trains or any other incidents.

5.2.1.7 Stoppage of Works:

Any PRASA rail employee has the right to stop the Contractor from performing the works / activities, if there is proof of unsafe working conditions / methods and the Contractor will only be allowed to continue after the implementation of safe conditions / methods.

5.2.1.8 PROJECT SPECIFICATIONS:

5.2.1.8.1 Cleaning of Railway Reserve:



The Contractor shall remove all litter within the Railway reserve between stations at least once per month. If required, the Contractor will be instructed to re-organize his/her resources to clean the section or part/s thereof more or less frequently, depending on the workload.

All cleaning to be done starting on a Monday on the Easton side and on a Wednesday on the Western side

The cleaning teams will consist of not less than five people per team, three of them being flagmen to safeguard the teams from oncoming trains.

All litter shall be removed by the Contractor from the sites daily and dumped at a legal dumping site. If illegal dumping is proved, the contract will be cancelled immediately. Dumping slips must be provided that was issued by the municipal dumping site

No burning of any litter is allowed on the reserve in accordance to the Occupational Health and safety Act 1993 (Act 85 of 1993) and Environmental Conservation Act 1989 (Act 73 of 1989) falling to comply with these Acts can lead to the termination of the contract.

The contractor must comply with the basic employment act minimum wage working hours etc.

No black plastic bags are to be left next to/in or on the railway reserve for more than a days after each cleaning cycle.

Work programs must be submitted on a monthly basis at least 7 days prior to work.

5.2.1.9 Reporting of Faults:

The Contractor shall report any noticeable faults (missing fences, holes in fences, illegal occupation of land, loose screws and rail fittings, damaged cables) to Control 401 (011) 773-8562.



Before

After

The Contractor will be paid the agreed amount after completion of the works and within 30 days after submission of the approved original tax invoice.

All contractors are to report to the section track inspector prior to beginning any cleaning or entering premises and upon completion the section, track inspector is to certify that the site is clean. The section Track Inspector will issue the site access certificate, allowing the contractor access to the railway reserve. Failure by the contractor to produce this document may lead to criminal offence and may be seen as trespassing.


CLEANING THE RAILWAY RESERVE SUMMARY OF ALL AREAS:

| ITEM | SUMMARY OF ALL AREAS | UNIT | CLEANING (Cycles per Month) | Total Cycles Over 12 Months |
|------|--|-------|-----------------------------------|-----------------------------------|
| | Cleaning of Railway Reserve between stations: | | Times Visits | |
| 1.1 | Randfontein to Langlaagte | Cycle | 4 | 48 |
| 1.2 | Langlaagte to New Canada | | 4 | 48 |
| 2.1 | New Canada to George Goch | Cycle | 4 | 48 |
| 2.2 | Crown to Nasrec | Cycle | 1 | 12 |
| 2.3 | Crown to Westgate | Cycle | 1 | 12 |
| 2.4 | Booyesen's to Faraday | Cycle | 1 | 12 |
| 3.1 | New Canada to Naledi | Cycle | 4 | 48 |
| 3.2 | New Canada to Houtheuwel | Cycle | 4 | 48 |
| 4.1 | Midway to Oberholzer | Cycle | 1 | 12 |
| 5.1 | Langlaagte to George Goch (Excluding Mayfair to Dooringfontein) | Cycle | 4 | 48 |
| 6.1 | Mayfair to Johannesburg west | Cycle | 4 | 48 |
| 6.2 | (10 cleaning people per team per week) | Cycle | | |



| | | | | |
|------|---|-------|--|-----|
| | Johannesburg East to Dooringfontein (15 cleaning people per team per week) | | 7 Days per week(full time team) 365 | 365 |
| 7.1 | George Goch to Germiston | Cycle | 4 | 48 |
| 7.2 | Germiston to Olifantsfontein | Cycle | 4 | 48 |
| 7.3 | Kaalfontein to Lerala (one per week) (10 Cleaning people per week) | Cycle | 4 | 48 |
| 8.1 | Germiston to Kwesine via Kutalo | Cycle | 4 | 48 |
| 8.2 | Germiston to Springs | Cycle | 1 | 12 |
| 8.3 | Dunswart to Daveyton | Cycle | 4 | 48 |
| 8.4 | Germiston to Park Hill to Elsburg | Cycle | 1 | 12 |
| 9.1 | Germiston to Vereniging (via Myerton) | Cycle | 2 | 24 |
| 10.1 | Springs to Nigel | Cycle | 1 | 12 |

SUFFICIENCY OF TENDER

5.2.1 The contract will only be awarded to a tenderer who has a proven record of wide experience in road works in South Africa.

5.2.2 The Contractor shall inspect and examine the site and its surroundings and shall satisfy himself with measurements, etc. before submitting his tender as to the form and nature of the site, the quantities and nature of the work, and material necessary for completion of the works, the means of access to the site, shall consider and take into



account any security and risks, contingencies and other circumstances that may influence, or affect his tender.

5.2.3 DURATION OF CONTRACT

The contract will commence immediately after the appointment of the contractor on an “as and when” required basis for a period of 12 months.

5.2.4 COMPLIANCE WITH STATUTES

5.2.4.1 The Contractor’s procedures shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities.

5.2.5 TO BE PROVIDED BY PRASA RAIL

The following services to be provided free of charge by PRASA RAIL where required:

5.2.5.1 A Site Access certificate. The Contractor will not be allowed to start with any part of the contract on site before a signed certificate has been issued.

5.2.6 TO BE PROVIDED BY THE CONTRACTOR

5.2.6.1 In addition to all labour, materials, plant, equipment and incidentals needed to complete the work, the Contractor shall provide all accommodation and toilet facilities for his employees.

5.2.6.2 The Contractor shall provide at his own cost any security measures he may deem necessary for safe and effective execution of the work within the contract area for the duration of the contract.

5.2.6.3 The Contractor shall provide at his own cost a Site Instruction Book, a Site Dairy and a Safety File to be handed to the Technical Officer at the award of the contract. Work will



not be allowed to commence without proof that the Safety File was approved by the PRASA Risk department.

5.2.6.4 A work program shall be submitted to the Technical Officer within 1 week from the date of the acceptance of the tender in the form of bar chart with sufficient detail to show clearly how the works will be performed.

5.2.6.5 The contractor is responsible to appoint the safety officer fulltime on site whose sole responsibility will be to manage and monitor safety related issues on site.

5.2.6.6 It is the responsibility of the contractor to provide security on site for equipment, material and personnel for the duration of the contract.

5.2.7 SCHEDULE OF QUANTITIES AND PRICES

5.2.7.1 The quantities in the Schedule of Quantities are estimated and may be increased or decreased in accordance with operational requirements and budget constraints. The Contractor shall submit with his tender a complete and detailed priced schedule (prepared in black ink) for the work.

5.2.7.2 Each item shall be priced by the Tenderer. If the Contractor has omitted to price any items in the schedule, the tender may be rejected as incomplete.

5.2.7.3 The short description of the items in the schedule is for identification purposes only. The Minor Works Contract together with the Special Conditions of Contract and Specifications shall be read in conjunction with the schedules, and in so far as they have any bearing, shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities, and instructions generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Contractor in the schedule of quantities and prices.



5.2.8 CONTRACT PRICE ADJUSTMENT

5.2.8.1 The Contractor's rates and contract price will be fixed for the duration of the contract and a contract price adjustment will not apply. The Contractor must allow in the tendered rates for any increases in prices such as for fuel, plant maintenance, material, tools, labour, etc.

5.2.9 SITE MEETINGS

The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Technical Officer or his Deputy.

5.2.10 SITE BOOKS

5.2.10.1 The site Instruction Book shall have triplicate numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked "Site Instruction Book".

5.2.10.2 The triplicate Site Diary shall be clearly marked "Site Diary". At the end of each day a line shall be drawn below the last entry of the day and both the Contractor and a Technical Officer or his Deputy shall sign across the line. If no entry was made, a "NIL" return must be entered and signed. The two carbon copies are for the Contractor and Technical Supervisor's files respectively.

5.2.10.3 Any claim arising from delays which cannot be substantiated by reference to the Site Diary will not be considered.

5.2.10.4 This Site Diary shall serve as a daily record of all relevant information concerning work done during the day and site conditions prevailing on site.

5.2.10.5 Only persons authorized in writing by the Technical Officer or Contractor may make entries in the site books.



5.2.10.6 Receipt of materials supplied by PRASA shall be recorded in the “Site Diary”.

5.2.10.7 The Contractor must keep a copy of the approved Safety File available on site at all times.

5.2.11 INFORMATION TO BE PROVIDED WITH TENDER

The Tenderer shall submit the following information at the time of tendering:

5.2.11.1 Full description of the tools and work methods to be used for all aspects of the work required ensuring performance as specified.

5.2.11.2 Whether the tenderer intends to work on Saturdays, Sundays or Statutory holidays or is prepared to work on such days if required to do so by PRASA.

5.2.1.3 The Schedule of Quantities and Prices must be completed in full.

5.2.1.4 A detailed construction program shall be submitted with the tender.

5.2.12 PENALTIES AND REMEDIAL WORK

5.2.12.1 The provisions in the Minor Works 287 contract, pertaining to “penalties for late completion” shall apply to this contract. Where the Contractor fails to complete the work within the contract period a penalty amount of 0.05% per day will be applied.

5.2.12.2 Any trains delayed and/or cancelled caused by the Contractor for whatever reason, will be for his account. Penalties for trains delayed/cancelled will be at rate of R5000.00 per hour or part thereof no matter the amount of trains delayed/cancelled. The time will be recorded in the Site Diary.

5.2.13 PROGRAMME OF WORK

5.2.13.1 The Contractor shall undertake the planning and programming of the entire project and shall submit to the Technical Officer for approval full particulars thereof within one week from the date of acceptance of the contract.



5.2.14 PERFORMANCE MONITORING AND EVALUATION

5.2.14.1 The Contractor shall at all times be responsible for supervision of the work and for follow-up instructions to monitor that the work is being done to specification. He shall immediately take appropriate remedial action, in areas where the specified standards are not achieved.

5.2.14.2 The Technical Officer shall at any time during the contract period c

5.2.14.3 During these inspections' conformance to the standards of workmanship shall be evaluated.

Work that does not comply with the specified standards will be recorded as "rejected work" and will be subject to remedial action. The rejected work can only be contested by the Contractor at the time and place of rejection.

5.2.15 REMEDIAL WORK AND NON-PERFORMANCE

5.2.15.1 The Contractor shall implement immediate remedial action of rejected work.

5.2.15.2 In the case of inaction or non-conformance by the Contractor, PRASA RAIL reserves the right to implement remedial action and recover the cost from the Contractor.

5.15.3 In the case of failure by the Contractor to execute the work in accordance with the contract document, PRASA RAIL shall reserve the right to cancel the contract with immediate effect. Monies owed to the Contractor for work done and accepted up to the time of cancellation shall first and foremost be applied by PRASA RAIL to remedy the non-performance of the Contractor in terms of the contract for purpose of limiting damages to PRASA.

Payment will be done for each compaction test done on completed work when asked to be done by the Technical Officer. Payment will only be done on tests that are equal to or above the specified MOD.AASHTO.



5.3 GENERAL

5.3.1 Claims for payment will be made on a monthly basis.

5.3.2 No payment will be made for rejected work where workmanship does not meet the standards specified until remedial work has been completed and conformance to the specification has been achieved.

5.3.3 After completion of a specified portion of the road, the work will be measured for conformance to the specification.

The Contractor will thereafter receive payment for the completed work that conforms to the standards at the rates tendered for that item(s) as listed in the Schedule of Quantities and Prices,

5.3.4 All prices quoted must also include for the cleaning of site after completion of the work, whether it is mentioned or not.

5.3.5 PRASA RAIL reserves the right to adjust quantities to conform to budget constraint

5.4 SAFETY

5.4.1 All work in this contract shall comply with the Occupational Safety Act No 85 of 1993, National Environmental management Act 107 of 1997 Act and construction regulation 2014. These items shall all be included in the tendered rates.

5.4.2 A copy of the act as well as an approved safety file shall be kept on site for the duration of the project.

5.4.3 The Contractor shall comply with all applicable legislation and PRASA's safety



requirements adopted from time to time and instructed by the Project Manager. Such compliance shall be entirely at the contractor's cost and shall be deemed to have been allowed for in the rates or total prices in the contract.

5.4.4 The Contractor shall report all incidents in writing to the Project Manager. Any incident resulting in the death of or injury to any person on the works shall be reported within 1 hour of its occurrence and any other incident shall be reported within 24 hours of its occurrence.

5.4.5 All personnel employed by the Contractor shall have undergone a Health and Safety Induction.

5.4.6 Permits to work (in line with Covid-19 regulations) shall be issued at the cost of the contractor to all personnel on that shall be signed and stamped by the authorized PRASA Official responsible for Risk Management.

5.4.7 The contractor shall ensure that all COVID - 19 protocols are adhered to.

5.4.8 The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipment.

5.4.9 The safety file will be approved only after all the requirements on the checklist are met. WITS_LIB/RISK_MGT/SHE File Checklist (version 3) is attached in this regard.

5.4.10 All work shall at all times comply with the E7/1 Specification attached hereto.

5.4.11 Normal protection measures in accordance with the Protection Manual shall apply.

5.4.12 An effective safety procedure to be followed by all personnel on any work site in



the case of approaching rail traffic shall be compiled by the Contractor and implemented before any work commences. This procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a works site before work proceeds.

5.4.13 The Contractor shall be responsible for the safety of personnel on site.

The following shall also form part of the safety plan:

- Transportation of equipment and personnel.
- Transportation, storage and handling of hazardous equipment
- The site access certificate shall only be issued (to the successful bidder) after the evaluation and approval of the safety file.

5.4.14 It is the requirement of this contract that the contractor should provide PRASA with a detailed safety plan prior to being issued with a site access certificate, in accordance with the latest version of the OHS Act and the SPK7 and the E4E.

5.5 GENERAL

5.5.1 The Contractor shall ensure that all staff working on or with the contract are adequately trained, so as to comply with any relevant safety and quality requirements.

5.5.2 Flagman must be officially trained, evaluated and certified competent, (TETA - ASSR 463972 (Accreditation no: TETA 1186) and Transnet 407 – Item Number 37/270451 - "Certificate of Competency") by a designated competent person, before being used on protection duties. This certificate of competency shall remain valid for two (2) years only after, which re-testing and re-certification of competency will be required.



5.5.3 PRASA RAIL shall assist the contractor with the training of flagman.

5.5.4 Flagmen that are already qualified will be tested by PRASA representative and if found not competent will not be allowed to form part of the contractor's team.

5.5.5 PRASA Rail Regional Engineer remains ultimately responsible in terms of the requirements of Act 85 for the safe working environment of his/her own personnel as well as contractor's personnel within the track maintenance environment on his/her depot.

5.5.6 The Regional Engineer is therefore also responsible for ensuring that any changes in the Protection Procedures that may occur over time are effectively communicated to any flagmen prior to them being used for Protection Duties.

5.6 METHOD STATEMENT

Contractor is requested to submit with their tender a method statement, in it the following should be outlined in detail:

5.6.1 Procedure in carrying out the work (construction methods)

5.6.2 Technical and Engineering capability (Certificates of Engineering staff)

5.6.3 All Resources (Labour, Plant, Equipment, Support and Outside Services) that the contractor proposes to use in the execution of the works.

5.7 HOURS AND DAYS OF DUTY / OCCUPATION

5.7.1 Work shall proceed during weekdays from 07h00 to 16h30 and or over weekends from 07h00 to 17h00. Most of work will be done during the week and over-time, work on public paid holidays, Saturdays and Sundays shall only be



required in exceptional cases.

- 5.7.2 Work outside of normal working hours shall not be paid against overtime rates unless:
- 5.7.3 Agreed upon by the Project Manager in writing before the start of the any project task.
- 5.7.4 The contractor can prove PRASA Rail's accountability for delays resulting in overtime being required.

5.8 BONDS AND GUARANTEES

- 5.8.1 Surety in the amount equal to either five percent of the contract price, as elected by the Contractor, shall be provided by the Contractor for the due and faithful performance by him in terms of the Contract. Such security shall be in the form of:
- 5.8.2 Government or approved Municipal stocks in negotiable form, or
- 5.8.3 A deed of suretyship furnished by an approved bank, insurance or guarantee corporation in such form as may be prescribed by PRASA, provided however that the Project Manager may, upon written application by the Contractor, return to the Contractor the whole or part of such security held by PRASA.
- 5.8.4 All work done shall be guaranteed for a period of 1 months after the successful handover
- 5.8.6 All completion certificate will be given in writing after all contract obligations are met and approved by PRASA Project Manager.
- 5.8.7 Formal completion certificate will be given in writing after all contract obligations are met and approved by PRASA Project Manager.



5.8.8 Corrective action to be taken by the Contractor during the guarantee period at his/her own cost and expense.

5.8.9 Project Manager will, where practicable be entitled to take corrective action of its own should the Contractor not be able to give immediate attention at the time a fault occurs and recover from the contractor any costs and expenses reasonably incurred by it in doing so as per penalty clauses.

5.9 PAYMENT CERTIFICATE

5.9.1 On or after the assessment date, the Supervisor and the Contractor will together assess the quantities of the progress on each item in the Bill of Quantities and complete the Progress Assessment Detail form, where after the Progress Assessment Certificate will be issued.

5.9.2 The Contractor shall then submit a VAT invoice and attach the above Progress Certificate for payment by the Employer. **A USB drive in table format of before and after photo's on a company Letter head must be submitted with invoice.**

5.9.3 Claims for payment will only be made on a monthly basis and payments will be made within 30 days of approved invoices.

5.9.4 Contractor to provide the Employer with the necessary details regarding banking details to enable the Employer to make electronic payments.

5.10 PRICING THE WORKS

5.10.1 The contractor is required to provide firm prices/ rates for material and labor for the duration of the contract.

5.10.2 The contract period shall be inclusive of the cleaning of rail reserve in the Gauteng Region on an “as and when” required basis for a period of 12 months.



5.10.3 The Contractor is advised to study the requirements of the SPK 7/1 and ensure that all works can be completed in accordance with these requirements.

5.10.4 The contract offer shall be based on the rates as indicated in the bill of quantities. The quantities shall be agreed during construction per section.

5.11 PENALTIES

5.11.1 If the Contractor fails to complete the Services within the time stipulated in this Contract for completion of Services or a part or portion of Services, the Contractor shall be liable to the Employer for an amount calculated at 0.05% of the Contract Price per delayed Day per order, which shall be paid for every day which shall elapse between the time for due completion and completion of the relevant Services. However, the total amount due under this sub-clause shall not exceed the maximum of 10% of the Contract Price.

5.11.2 The imposition of such penalty shall not relieve the Contractor from its obligation to complete Services or from any of its obligations and liabilities under the Contract

5.11.3 PRASA may set off or deduct from the fees due to the Contractor any penalty amounts due and owing by the Contractor in terms of clause 5.11.1

5.12 CONSTRUCTION RELATED SECURITY

5.12.1 MANDATORY SECURITY REQUIREMENTS

5.12.2 Security personnel shall all be PSIRA registered with a clear criminal record no criminal pending cases and preferably be sourced from the local community.

5.12.3 All security officials utilized in this project shall be South African Citizens.

5.12.4 All personnel employed by the Contractor including sub-contractors shall have undergone a Health and Safety Induction.



5.12.5 Permits to work (in line with Covid-19 regulations) shall be issued at the cost of the contractor to all personnel on that shall be signed and stamped by the authorized PRASA Official responsible for Risk Management.

5.12.6 The security to be provided by the contractor shall be responsible for both the appointed contractor's assets and PRASA's assets on site until the site is handed over to PRASA. A list of all functioning equipment that do not form part of this scope of work will be shared with the successful bidder and shall be signed off by both the successful bidder and PRASA's representative.

5.12.7 PRASA assets that shall be guarded by the contracted security includes Permanent way assets, All Train Authorisation on track elements, all train stations (with all assets included) along the section and all functioning equipment along the corridor.

5.12.8 Any lost or stolen material shall be replaced by the contractor at his own cost.

5.12.9 The contractor shall provide on-site security for personnel and material stock and should ensure that patrols are in place at the section handed over to the contractor and until the completed work is handed over to PRASA. No claims of material or losses shall be lodged with the client for stolen goods during the construction before the completed work is handed over to PRASA.

5.12.10 Furthermore, it is the contractor's responsibility to ensure that valuable metal i.e. copper is adequately protected while in transit to and from site.

5.12.11 The contractor shall make sure that all material removed from site is quantified, counted, logged in the site diary and that it is co-signed by a PRASA representative



on site before it is removed from site.

5.12.12 Scrap metal removed from the section shall be adequately protected until it is delivered to PRASA's stores.

5.12.13 PRASA reserves the right to conduct ad-hoc inspections to ensure Compliance

5.13 Risks

5.13.1 Tabulated below are the associated security Risks and proposed mitigation measures. It should be noted that this are minimum risks identified and bidders shall be responsible for conducting their own risk assessment that will influence their quotations.

| Risk | Probability | Mitigation |
|---|-------------|--|
| Theft of Installed equipment | High | Fit for purpose security with an integrated plan for assets installed and physical security at site office. Ensure protective measures for site with an access gate. |
| Hi-jacking of site personnel vehicles | High | Armed Escorts to and from the site |
| Armed Robbery of personnel on site and Storage Facility at site | High | Armed Guarding at site and site office with an armed response for mobilisation |

5.14 OVERALL STAFFING AND KEY RELATED PROFESSIONAL STAFF

Flagman



- Qualified flagmen for the protection of the work site with valid flagman certificates.
- A minimum of three qualified flagmen shall be deployed for each occupied section.

Health and Safety Officer

The desired minimum qualifications for the Construction Health and Safety Officer are as follows:

- Registered with professional body (SACPCMP)
- Minimum of 3 years industry experience as a health and safety officer.

General labours

- All general labour must be medical fit.

5.15 APPLICABLE SPECIFICATIONS

The documents forming the contract are to be taken as complimentary to each other. In case of any discrepancy or inconsistency between contract documents, the order of precedence will be:

- Manual for Track Maintenance 2000
- Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act (Act 85 of 1003) and Applicable Regulations (E4E);
- Specification for Works On, Over, Under or Adjacent to Railway Lines and Near High Voltage Equipment (SPK7/1);
- Railway Safety Regulator Act (Act 16 of 2004).

Norms, Standards and Guidelines.

6. TIME FRAMES / PROGRAMS KEY MILESTONES

“as and when” required basis for 12 months



7. Is this a CIDB related Project? (Yes / No)

If YES, What is the applicable Class of Work & Grade?

Class of Work: _____

Minimum Grade: _____

8. Project specific terms and condition

E10: General specifications for Railway tracks
Maintenance 2000

Refers to Manual for Track

E10/10: Drainage cleaning

Refers to Manual for Track Maintenance 2000

9. PRICING SCHEDULE

SCHEDULE OF QUANTITIES AND RATES/PRICES

CLEANING THE RAILWAY RESERVE BETWEEN STATIONS:



10. PROJECT SPECIFIC SAFETY RELATED REGULATIONS

- 11.1.1 The contractor shall comply with requirements of safety legislations and regulations in all respects.
- 11.1.2 All drivers shall be in possession of valid driver's licenses and Public Drivers Permits (PDP) where applicable. Crane operators will be required to have a valid Crane Operator's certificate. All vehicles shall be road worthy.
- 11.1.3 The contractor shall be responsible for all protective clothing and –equipment for his employees. All employees required to climb structures shall be issued with suitable harnesses.
- 11.1.4 All work shall at all times comply with the E7/1 Specification attached hereto.
- 11.1.5 Normal protection measures in accordance with the Protection Manual shall apply.
- 11.1.6 An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Contractor and implemented before any work commences. This procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a works site before work proceeds.
- 11.1.7 It is the requirement of this contract that the contractor should provide PRASA with a detailed safety plan prior to being issued with a site access certificate, in accordance with the latest version of the OHS Act and the SPK7 and the E4E.
- 11.1.8 Occupational Safety Act, 1993 (Act No: 85 of 1993)
- 11.1.9 National Environmental Management Act 107 of 1997
- 11.1.10 Construction regulation 2014



11. New Preferential Procurement Regulations

The new regulations, issued by the Minister of Finance in 2017, were revised to align with certain changes to the Broad-Based Black Economic Empowerment (B-BBEE) legislation. They encourage procurement from Small Enterprises, particularly through sub-contracting if a tender is set above the R30 million thresholds.

The Regulation focuses on the need by all organs of state and public entities to specify conditions that only locally produced or locally manufactured goods meeting the stipulated minimum threshold for local production and content will be considered for certain designated sectors. They also afford organs of state the freedom to choose to apply pre-qualifying criteria to advance certain designated groups.

In compliance with the new regulation, this project will require that a minimum of 30% be subcontracted to one of the following types of enterprises:

- EME or QSE
- EME or QSE which is at least 51% Black owned;
- EME or QSE which is at least 51% owned by black youth (from ages 14 to 35);
- EME or QSE which is at least 51% owned by black people who are women; and
- EME or QSE which is at least 51% owned by black people with disabilities.
- an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- a cooperative which is at least 51% owned by black people;
- an EME or QSE which is at least 51% owned by black people who are military veterans; or
- more than one of the categories referred to in paragraphs.



Before contracting with the successful Bidder, PRASA will insist on being provided with copies of formal signed subcontracting agreements that make up the legislated 30% of the contract value. All agreements to state that PRASA will not be held responsible or liable should the successful Bidder breach contract with the subcontracted companies.

The Treasury regulation requires State Enterprises to apply regulation 9 of the PREFERENTIAL PROCUREMENT REGULATIONS of PPPFA -2017 if it is feasible.

As part of the conditions of tendering, Bidders will be required to subcontract 30% of the work to the type of enterprises listed above and these enterprises shall be registered on the National Treasury Central Supplier Database (CSD).

Extract from regulation 9 of PPPFA-2017

Regulation 9: Subcontracting as condition of tender

1. If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.
2. If an organ of state applies subcontracting as contemplated in sub regulation, the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-
 - a) an EME or QSE
 - b) an EME or QSE which is at least 51% owned by black people;
 - c) an EME or QSE which is at least 51% owned by black people who are youth;
 - d) an EME or QSE which is at least 51% owned by black people who are women;
 - e) an EME or QSE which is at least 51% owned by black people with disabilities;
 - f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - g) a cooperative which is at least 51% owned by black people;



- h) an EME or QSE which is at least 51% owned by black people who are military veterans; or
- i) more than one of the categories referred to in paragraphs (a) to (h).

12. Local Content – National Treasury Stipulated Minimum Threshold for Local Production and Content and National Industrial Participating Programme

12.1 Local Content

- Bids will be subject to local content requirements in terms of Regulation 8(1) of the Preferential Procurement Regulations, 2017.
- Only locally produced or manufactured goods with a stipulated minimum threshold as set by DTI for local production and content will be considered. Bidders who do not meet the stipulated minimum threshold will be automatically disqualified and not be considered further for evaluation.
- Bidders may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold
- The exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB on the date of the advertisement of the tender.
- The Declaration Certificate for Local Content (SBD 6.2) must be completed and duly signed. **Bidders who do not complete this form will be automatically disqualified.**
- For further guidance with the above requirements, bidders may refer to DTI website www.thedti.gov.za

12.2 Sector Designation

The stipulated minimum threshold percentages for local production and content for Rail Permanent Way Sector System/Subsystem and components are applied as follows:



| No | Rail Permanent Way Sector System/Subsystem and Components | |
|---|---|-----------------|
| | Material Description | % local content |
| 1 | Cleaning of Rail Reserve | 100% |
| Total required local content for PRASA reserve maintenance | | 100% |

For further guidance with the above requirements, bidders may refer to **National Treasury Designated Sectors Instruction Number 5, 9, 12 and 15 of 2016/2017** and **National Treasury Designated Sectors Instruction Number 12 of 2016/2017**.

12.3 Exemption Requests

If the quantity of material and /or products to be used for this work cannot be wholly sourced from South African (SA) based manufacturers and/or at the designated local content threshold as per table above, bidders should obtain written exemption from **the dti** to supply the remaining portion of the components at a lower local content threshold. **the dti**, in consultation with the procuring organ of state, will grant exemption on a case-by-case basis and will consider the following:

- a) required volumes in the particular bid;
- b) available collective SA industry manufacturing capacity at that time;
- c) delivery times;
- d) availability of input materials and components;
- e) security of supply and emergencies
- f) materials of construction
- g) technical considerations including operating conditions;
- h) localisation plans aimed at establishing and/or increasing local manufacturing capacity through ramping-up of capital investments in the initial phase; and



- i) replacement of components on the existing infrastructure in order to honour the warranties and guarantees.

The process to be followed in requesting exemptions

Tender information must be provided on the bidder's letterhead when requesting an exemption letter:

- a) Procuring entity
- b) Tender description
- c) Bid reference number
- d) Closing date of bid
- e) Detailed specifications of items for which the exemption is requested for (kindly attach specifications)
- f) Products/ inputs/components to be imported
- g) Reasons for the request
- h) Supporting letters from local bidders' suppliers and manufacturers

The turn-around time for processing of exemption requests is **10 working days** from the date of receipt.

LC Requirements in Bid Documents

- i. It is a requirement that the following documents be listed as mandatory returnable documents, whenever a minimum threshold for LC is required:
- ii. Declaration Certificate for Local Production and Content [SBD 6.2]; and
- iii. Annexure C – Local Content Declaration: Summary Schedule.
- iv. The following documents are supporting schedules and may be requested as essential returnable documents if PRASA would like to verify them for a particular bid:
- v. Annexure D – Imported Content Declaration: Supporting Schedule to Annexure C; and
- vi. Annexure E – Local Content Declaration: Supporting Schedule to Annexure C.



13. The National Industrial Participation programme

The National Industrial Participation Programme (NIPP), which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

Bidders are therefore required to complete SBD 5 to give effect to the above. **Bidders who do not complete this form will be automatically disqualified**

Technical evaluation criteria

| | | |
|---|-----------|---|
| Organizational Experience <i>(N.B. Provide for each successfully completed project/s in the following sequence; Copy of an appointment letter/s(on a company letterhead), description of the project, Client name, Client contact (i.e. email and office number), Project start date, project end date, extension of time where applicable, contract value inclusive of</i> | 40 | Score will be based on successfully completed similar projects in the cleaning of rail reserve of which details are provided. 0: No submission/Non-compliance = 0 points 1 : 0 to 1 similar project = 8 points 2 : 2 similar projects = 16 points 3 : 3 similar projects = 28 points 4 : 4 similar projects = 34 points 5 : 5 and more similar projects = 40 points |
|---|-----------|---|



| | | |
|--|------------------|---|
| <p>VAT.</p> <p>Furthermore, attach completion certificates signed by client indicating the value and type of work performed or <i>letter with on a company letter head indicating that they are new on the field.</i></p> | | |
| <p>Experience of key personnel (based on CVs submitted)</p> <ul style="list-style-type: none"> • <i>Pest control officer (N.B. Provide copies of original qualifications and certificates of professional bodies. The copies must be certified by commissioner of oath. The date on the stamp shall be three months or less old, before the closing date of the tender. If the qualification has been awarded in other language either than English, please provide translation in English)</i> | <p>30</p> | <p>Score will be allocated as follows:</p> <p>0: No submission/Non-compliance = 0 points</p> <p>1: Listed key staff members have minimum 1 but less than 2 years' related experience = 6 points</p> <p>2: Listed key staff members have 2 but less than 3 years' related experience = 15 points</p> <p>3: Listed key staff members have 3 but less than 4 years' related experience = 21 points</p> <p>4: Listed key staff members have 4 but less than 5 years' related experience = 25 points</p> <p>5: Listed key staff members have 5 years' related experience and above = 30 points</p> |



| | | |
|--|-----------|---|
| <p>Project Program (Work plan)</p> <p><i>(N.B. Provide project schedule in MS projects that meets the client's timeline requirements and the schedule to cover the following key Milestones:</i></p> <ul style="list-style-type: none"> • Site Establishment • Procurement of material and all services • Actual construction activities. • Practical completion • Final works completion • Maximum project duration of Thirty-six (36) Months | 10 | <p>Score will be allocated for MS Project Schedule provided</p> <p>0: No submission/Non-compliance = 0 points</p> <p>1: Inadequate/ unrelated project schedule provided = 2 points</p> <p>2: Project schedule provided but no detailed activities indicated = 4 points</p> <p>3: Project schedule provided with activities indicated on the program aligned with the preferred duration of the project; = 7 points</p> <p>4: Project schedule provided with activities indicated on the program aligned with preferred duration of the project, showing the sequence of activities (i.e., Baseline and critical path) = 8 points</p> <p>5: Project schedule provided with activities indicated on the program aligned with the preferred duration of the project, showing the sequence of activities (i.e., Baseline and critical path), clear understanding of the scope of work and site challenges addressed = 10 points</p> |
| <p>Project Approach and methodology</p> <p><i>(N.B. The project methodology must be in</i></p> | 20 | <p>The points for the project approach and methodology will be allocated as follows:</p> <p>0: No approach and methodology provided/Non-compliance = 0 points</p> <p>1: Methodology detailing less than 5 elements</p> |



| | | |
|---|--|---|
| <p><i>line with the scope of work. Identify the risks associated with the project activities and mitigation measures. Furthermore, clearly show risks and mitigation measures of working on the railway environment)</i></p> <p><i>Elements: Identification of risks and mitigation, Work breakdown of activities, measurements, assessment, Pre-handover quality inspection, Quality assurance, Contingency storage process, Hand tools, Transportation and Post quality inspection.</i></p> | | <p>relating to the methodology = 4 points</p> <p>2: Methodology detailing 5-6 elements relating to the methodology = 8 points</p> <p>3: Methodology detailing 7-8 elements relating to the methodology = 14 points</p> <p>4: Methodology detailing 9-10 elements relating to the methodology = 17 points</p> <p>5: Methodology detailing more than 10 elements relating to the methodology = 20 points</p> |
|---|--|---|

NB: Minimum threshold of 70% per evaluation criteria must be met for a bidder to be evaluated further.